

**SAN JOSE CONVENTION CENTER  
EXISTING ROOF AND TERRACE REPAIR PROJECT**

**SECTION 00300**

**PROPOSAL FORM**

**PROPOSAL TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE**

**FOR THE**

**SAN JOSE CONVENTION CENTER EXISTING ROOF  
AND TERRACE REPAIR PROJECT**

Name of Bidder: Petersen Dean, Inc dba  
Petersen Dean Roofing and Solar Systems

The representations herein are made under penalty of perjury.

To: The Redevelopment Agency of the City of San Jose  
200 East Santa Clara Street, 14<sup>th</sup> Floor Tower  
San Jose, California 95113

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the City of San Jose Director of Public Works and dated May 5, 2009, entitled "San Jose Convention Center Existing Roof and Terrace Repair Project" on file in the office of the Director of Project Management of the Redevelopment Agency of the City of San Jose, 200 East Santa Clara Street, 14<sup>th</sup> Floor Tower, San Jose, California 95113, that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Agency's Director of Project Management, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the Redevelopment Agency of the City of San Jose, in the form of the copy of the contract on file in the office of the Agency's Director of Project Management, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City and Agency as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications and Bid Documents, and to do all other things required of the Contractor by the contract.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager

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thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such corporation, the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business as (insert fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the Agency prior to opening bids or submitted with the bid; otherwise, the bid may, at the Agency's option, be disregarded as non-responsive.

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**BASE BID AMOUNT**

**A. Total Base Bid**

Lump sum price, including the allowance, for the furnishing of all labor, materials, services, equipment, fringe benefits, taxes, insurance, overhead and profit and any other costs or expenses necessary to perform:

1. All of the work, except for those elements of the work which are the subject of the allowance described in paragraph 2, below:

THREE million SEVEN HUNDRED NINETY THOUSAND AND <sup>NO</sup>/<sub>100</sub> DOLLARS  
(\$3,790,000.<sup>00</sup>)

2. Allowance No. 1 - cost of five (5) days of temporary shutdown, as described in Specification Section 011000, based upon Unit Price, below:

FIFTEEN THOUSAND AND <sup>NO</sup>/<sub>100</sub> DOLLARS  
(\$15,000.<sup>00</sup>) (note - to be calculated by bidders as the Unit Price, below, multiplied by five)

3. Total base bid (combine A.1 and 2 above):

THREE million EIGHT HUNDRED FIVE THOUSAND AND <sup>NO</sup>/<sub>100</sub> DOLLARS  
(\$3,805,000.<sup>00</sup>)

- B. The above base bid includes all addenda issued by the Agency, which include the following:**

Number: 1, dated: 6/1/2009  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_  
Number: \_\_\_\_\_, dated: \_\_\_\_\_

If any addendum issued by the Agency is not noted above by the bidder, this bid proposal may be rejected.

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**UNIT PRICES**

The following unit price includes costs as described in Specification Section 011000:

Description	Unit Price
Price per day of temporary shutdown	\$ 3,000. <sup>00</sup>

**BID ALTERNATES**

The following prices shall determine the cost or credit resulting from inclusion or exclusion in the work and shall include all labor, materials, services, equipment, fringe benefits, taxes, insurance, permit costs, overhead, profit and other costs or expenses necessary to perform the required work. The Agency reserves the right to accept or reject any or all alternate bid items which it determines are in the best interest of the Project. The bidder is required to clearly define "ADD" or "DEDUCT" for each alternate bid item.

Alternate No. 1 - Described in Specification Sections 012300 – Fiberglass Translucent Skylight Replacement with Glass Block.

*TWO HUNDRED TEN THOUSAND AND NO/100* ~~NO/100~~ *PER*  
~~EIGHTY THOUSAND AND 1/100~~ DOLLARS  
 (\$ ~~80,000~~ ) - ADD or DEDUCT (circle one)  
 210,000.<sup>00</sup>

Alternate No. 2 – Described in Specification Sections 012300 – Parapet Wall Cap Repair.

*FORTY SIX THOUSAND FIVE HUNDRED AND NO/100* DOLLARS  
 (\$ 46,500.<sup>00</sup> ) - ADD or DEDUCT (circle one)

Alternate No. 3 – (Deleted, Addendum No. 1).

Alternate No. 4 – Described in Specification Section 012300 – Wall Sealant Replacement.

*ONE HUNDRED THREE THOUSAND FIVE HUNDRED NO/100* DOLLARS  
 (\$ 103,500 ) - ADD or DEDUCT (circle one).

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Alternate No. 5 – Described in Specification Section 012300 – Terrace Stair Waterproofing.

TWO HUNDRED FOUR THOUSAND FIVE HUNDRED AND <sup>NO</sup> 100 DOLLARS  
(\$204,500) - ADD or DEDUCT (circle one)

**AWARD OF CONTRACT**

- A. Basis for Award: The lowest bid shall be determined on the basis of the Base Bid, together with consideration of alternate bid items in the following manner.

The Agency's priority for the alternate bid items is alternate no. 2, alternate no. 4, alternate no 5, and alternate no. 1, with alternate no. 2 having the highest priority and alternate no. 1 having the lowest priority (No Alternate 3, deleted in Addendum No. 1). After the time fixed in the Notice to Contractors - Invitation for Bids for the opening of bids but before the opening and public reading of any bid, the Agency shall publicly announce the budget available for the Work ("Budget"). If the Base Bid amount is less than the Budget, alternate bid items will be added in the Agency's priority order until another alternate cannot be added (also taking into consideration the effect of the following alternate bid item if it results in a credit) without exceeding the Budget to determine the lowest bid. The low bidder will be the bidder whose total amount calculated under the preceding sentence (1) includes the greatest number of alternate bid items, or (2) offers an equal number of alternate bid items for the lowest price.

Agency reserves the right in its sole discretion to select any, all, or none of the alternate bid items at the time of the award of the contract, even if those alternate bid items were not used in the analysis to determine the lowest bid.

Any bid that does not include prices for any alternate bid item may result in the bid being rejected as non-responsive.

- B.
1. The award of the contract, if it is to be awarded, will be to the lowest responsive and responsible bidder. The award, if made, is expected to be made on or about June 23, 2009.
  2. The Owner-Contractor Agreement shall be signed by the successful bidder and returned, together with the labor compliance documentation, contract bonds and insurance, within eight (8) calendar days, not including Sundays and legal holidays, after the bidder has received notice by certified mail with return receipt requested, or by hand delivery that the contract has been awarded. Any delay caused by the successful bidder in the delivery of the Owner-Contractor Agreement executed by the Contractor, labor compliance documentation, bonds and insurance within

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eight (8) calendar days shall not be cause for extension of the Completion Date.

3. Successful bidder shall file at least the minimum insurance requirements as outlined in Article 11 of the General Conditions.
  4. If the successful bidder refuses or fails to execute the Owner-Contractor Agreement and provide the required labor compliance documentation, bonds and insurance policies and certificates, the Agency Board may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be forfeited to the Agency and the Agency Board may award the contract to the third lowest responsible bidder. On failure or refusal of the third lowest responsible bidder to whom any such contract is so awarded, to execute the same and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be likewise forfeited to the Agency. The Agency Board may at any time re-advertise for bids, or may provide that the work shall be done by the Agency's employees to the extent that such may be authorized by law.
  5. If the successful bidder fails to execute the contract or fails to provide satisfactory evidence of compliance with Article 6 of the Instructions to Bidders within the time specified in the Invitation For Bids or in the specifications referred to therein, the amount of the security may be declared forfeited to the Agency and all bonds so forfeited may be prosecuted.
- C. It is understood that the Agency reserves the right to reject this bid but that it shall remain open and not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.
- D. If written acceptance is mailed or delivered to the undersigned before bid is withdrawn by written notification to Agency, undersigned will execute and deliver a contract to Agency in accordance with this bid as accepted.

**TIME OF COMPLETION**

- A. The Work under the Contract shall proceed pursuant to and in accordance with a written notice from Owner to Contractor to proceed ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about July 6, 2009. Contractor shall diligently commence performance of the Work on the date specified in the Notice to Proceed. Contractor shall complete performance of the

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entire Work (as defined in Article 8 of the General Conditions) on or before One Hundred Twenty (120) consecutive calendar days after the date of issuance of the Notice to Proceed ("Scheduled Completion Date").

- B.
1. Contractor shall begin Work in accordance with the Notice to Proceed, and shall diligently prosecute the Contract to completion within the time limits specified.
  2. Should Contractor begin work in advance of receiving notice that Contract has been approved by the Agency, any work performed by Contractor in advance of date of approval shall be considered as having been done by Contractor at Contractor's own risk.

**IDENTIFICATION**

- A. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.

- B. The names of all persons interested in the foregoing bid as principals are:

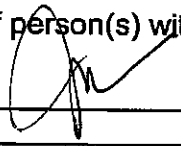
Petersen Dean, Inc., A California Corporation  
James Petersen, President  
David Van Beek, Secretary/Treasurer  
Joseph Dean, Vice President

**Important Notice:** If a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if an individual, give first and last names in full.

- C. Contractor's License: Contractor is licensed in accordance with an act for registration of contractors with the following Contractor's License number issued by the California Contractor's State License Board:

Class B, C39 License No. 468117  
Expiration Date 1/31/2011

- D. Signature of person(s) with legal authority to sign contracts:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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E. Business Address:

2980 Enterprise Drive  
Newark, CA 94560

**SUPPLEMENTS TO PROPOSAL FORM**

In addition to all information required in the Instructions to Bidders, accompanying this Proposal Form are the following documents completely filled in by the bidder and hereby made a part hereof:

- A. Bidder's Bond or other Bid security (Section 00400).
- B. Statement of Qualifications and Experience of Bidder (Section 00410).
- C. List of Subcontractors (Section 00420).
- D. Affidavit of Financial Statement and Noncollusion (Section 00430).

In addition, Bidder has received the following, to be completed and returned with Contract following award:

Contractor's Performance Bond (Section 00510)

Labor and Payment Material Bond (Section 00511)

Labor Compliance Documentation (Section 00512).

If this bid proposal shall be accepted and the undersigned shall fail to contract, and to give the labor compliance documentation, Contractor's Performance Bond and the Contractor's Labor and Material Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the Redevelopment Agency of the City of San Jose, the Agency may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Redevelopment Agency of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply



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with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this bid are the following documents completely filled in by the bidder, and the same are incorporated herein by reference;

1. A cashier's check or a certified check made payable to the Redevelopment Agency of the City of San Jose, or a bidder's bond executed by an admitted surety insurer naming the Agency as beneficiary, in an amount equal to at least ten percent (10%) of the total base bid.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor, and a brief description of the portion of work to be done by each subcontractor, together with the estimated dollar amount of said portion of the work, and.
3. A statement of qualifications and experience of bidder, including without limitation statements regarding bidder's experience modification rate.
4. Executed Affidavit of Financial Statement and Noncollusion

The Agency may, at its option, request additional supplemental information after bid opening.

Bidder understands that the Redevelopment Agency of the City of San Jose reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

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The undersigned declares under penalty of perjury that the information contained in this bid and all accompanying documents are true and correct.

Executed on June 4, 2009

Petersen Dean, Inc

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

By: 

Title: President

City Business License No.: 092807209

Expiration Date: 6/30/2009

State Contractor Lic. No.: 468117

Classification: B, C39

Expiration Date: 1/31/2011

Federal I.D. No.: 77-0051446

Address: 7980 Enterprise Dr.  
Newark, CA 94560

Telephone: (510) 494-9982

(Note: City Business License not required in  
order to submit proposal.)

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**ACKNOWLEDGEMENT**

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of officer)

Personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
Paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (Seal)

END OF SECTION 00300

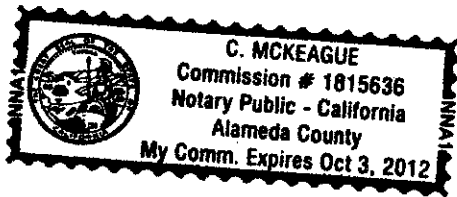
*bae attached (cm)*

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda }

On 6/4/09 before me, C. McKeague, Notary,  
Date Here Insert Name and Title of the Officer  
personally appeared James Petersen  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Proposal form - City of San Jose

Document Date: N/A Number of Pages: 11

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: James Petersen

- ☐ Individual  
☒ Corporate Officer — Title(s): president  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: Petersen & Solar Systems Inc.

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

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**SECTION 00400**

**BIDDER'S BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That we, Petersen-Dean, Inc. dba Petersendean Roofing & Solar Systems  
as **PRINCIPAL**, and Liberty Mutual Insurance Company  
a corporation duly organized under the laws of the State of Massachusetts  
and duly licensed to become sole surety on bonds required or  
authorized by the State of California, as **SURETY**, are held and firmly bound unto the  
Redevelopment Agency of the City of San Jose (hereinafter called the "Agency"), in the  
penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the  
Principal above named, submitted by the Principal to the Agency, for the work described  
below; for the payment of which sum in lawful money of the United States, well and truly  
to be made, we bind ourselves, our heirs, executors, administrators and successors,  
jointly and severally, firmly by these presents. In no case shall the liability of the Surety  
hereunder exceed the sum of Ten Percent of the Greatest Amount Bid\*\*\* Dollars  
(\$ 10% G.A.B.).

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above mentioned bid to the  
Redevelopment Agency of the City of San Jose, for certain construction specifically  
described as follows, for which bids are to be opened at the Redevelopment Agency of  
the City of San Jose, located at 200 East Santa Clara Street, 14<sup>th</sup> Floor Tower, San  
Jose California, on June 5, 2009 for the following project:

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**NOW, THEREFORE**, if the aforesaid Principal is awarded the contract and,  
within the time and manner required under the specifications, after the prescribed forms  
are presented to him for signature, enters into a written contract, in the prescribed  
forms, in accordance with the bid, and files a Contractor's Performance Bond and a  
Contractor's Labor and Material Payment Bond, and files the required insurance policies  
with the Agency, all as required by the specifications and the contract or by law, then  
the obligation shall be null and void; otherwise it shall be and remain in full force and  
effect.

The Surety, for value received, hereby stipulates and agrees that the obligation  
of said Surety and its bond shall be in no way impaired or affected by any extension of

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the time within which the Agency may accept such Bid; and said surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all costs incurred by the Agency in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on  
this 2nd day of June, 2009.

**PRINCIPAL**

Petersen-Dean, Inc. dba  
Petersendean Roofing & Solar Systems

Legal Company Name

By: 

Signature

James Petersen

Print Name

President 6/4/09

Title

By: 

Signature

David Van Beek

Print Name

Secretary 6/4/09

Title

**SURETY**

Liberty Mutual Insurance Company

Legal Company Name

By: 

Signature

Mark F. Smith

Print Name

Attorney in Fact

Title

Address: 7900 Lowry Expressway

Texas City Texas 77591

(800) 561-5211

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)

END OF SECTION 00400

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY  
BOSTON, MASSACHUSETTS  
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

**MARK F. SMITH, JOSEPH C. BLACKSHEAR, JR., BETTY A. BUSH, DONNA K. WEINEL, ALL OF THE CITY OF TEXAS CITY, STATE OF TEXAS**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY MILLION AND 00/100\*\*\*\*\* DOLLARS (\$ 20,000,000.00\*\*\*\*\*)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 23rd day of April, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

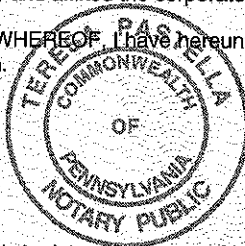
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY



On this 23rd day of April, 2009, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notary Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of June, 2009.



By David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call  
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## CALIFORNIA ACKNOWLEDGEMENT

State of Texas

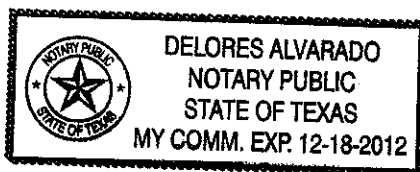
County of Galveston

On June 2nd, 2009 before me, Delores Alvarado personally appeared Mark F. Smith, Attorney-in-Fact, Liberty Mutual Insurance Company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

Delores Alvarado





STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

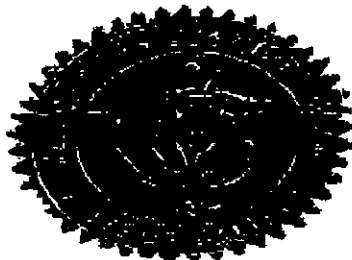
LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS, organized under the  
laws of MASSACHUSETTS, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State, subject  
to all provisions of this Certificate, the following classes of insurance: FIRE, MARINE, SURETY,  
DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON  
CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER,  
TRAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full  
compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15TH day  
of NOVEMBER, 1961, I have hereunto  
set my hand and caused my official seal to be affixed this 15TH  
day of NOVEMBER, 1961.



F. BRITTON McCONNELL  
Insurance Commissioner

By *John H. Anderson*  
Deputy

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Alameda

On

6/4/09

Date

before me,

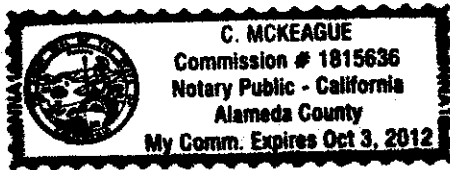
C. Mckeague, Notary

Here Insert Name and Title of the Officer

personally appeared

James Petersen & David Van Beek

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

Bid Bond

Document Date:

6/4/09

Number of Pages:

2

Signer(s) Other Than Named Above:

None

### Capacity(ies) Claimed by Signer(s)

Signer's Name:

James Petersen

☐ Individual

☒ Corporate Officer — Title(s):

president

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing:

Petersen & Van Beek

Signer's Name:

David Van Beek

☐ Individual

☒ Corporate Officer — Title(s):

Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing:

Petersen & Van Beek

SAN JOSE CONVENTION CENTER  
EXISTING ROOF AND TERRACE REPAIR PROJECT

SECTION 00410

STATEMENT OF QUALIFICATIONS AND EXPERIENCE OF BIDDER

The bidder is required to state below, and on additional pages as necessary, the bidder's experience on similar work performed with a list of references that will enable the Owner to judge bidder's qualifications, experience, skill. [Note - must also include information regarding bidder's EMR.] \* See attached SOQ

Highland Elementary School Vallejo, CA  
Vallejo City Unified School District  
(707) 556-8921

Architect, Gate Associates Alan Burnett  
\$1,654,904 (650) 941-1112

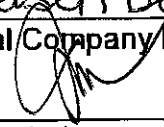
Roof tearoff & re-roof 9/2008

Noble Elementary School San Jose, CA  
Berryessa Unified School District (408) 923-1871

Const. Mgr. Strawn Const. Randy Strawn (408) 605-7795  
\$1,599,900 Roof tearoff & re-roof 10/2008. \*

Petersen Dean, Inc.  
(Legal Company Name)

Date: June 4, 2009

By:   
(signature)

Printed Name: James Petersen

Title: President

END OF SECTION 00410

\* Please see attached  
SOQ

SAN JOSE CONVENTION CENTER  
EXISTING ROOF AND TERRACE REPAIR PROJECT

SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	BRIEF DESCRIPTION OF PORTION OF WORK	ESTIMATED DOLLAR AMOUNT OF PORTION OF WORK
Kuehne Const Serv.	Sunnyvale, CA	Printing, etc.	\$10,000.00
Firestone Tiles & Stone	Hollister, CA	Tile base R&R	\$5,000.00
Breakaway Concrete	San Jose, CA	Demo/Terraces, Stairs	\$75,000.00
Const. Building Products	San Jose, CA	Fire-Resistive Ceiling	\$5,000.00
Hellwig Plumbing	San Jose, CA	Plumbing	\$32,000.00
Arrow Acoustics, Inc.	Hayward, CA	Acoustical Ceiling R&R	\$28,000.00
JDT, Inc.	San Jose, CA	Stl. Steel Framing Sheetrock, tape, texture	\$16,000.00
C & R Cleaning	San Jose, CA	Cleaning, Janitorial	\$50,000.00
<del>Amc Glass</del>	<del>San Jose, CA</del>	<del>Glass Block Staircase</del>	<del>\$20,000.00</del>
Carlos Welding	Oakland, CA	Cert Welder	\$20,000.00
RP Eng.	Soquel, CA	Lt. Wt. Concrete	\$300,000.00

00420 - 1

LIST OF SUBCONTRACTORS

[illegible]

SAN JOSE CONVENTION CENTER  
EXISTING ROOF AND TERRACE REPAIR PROJECT

SECTION 00430

NONCOLLUSION AND FINANCIAL STATEMENT AFFIDAVIT

SAN JOSE CONVENTION CENTER EXISTING ROOF  
AND TERRACE REPAIR PROJECT

James Petersen  
print name

, being first duly sworn, deposes and says:

(1) The signatory is the President of Petersen Dean, Inc., the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and

(2) In accordance with Title 23, United States Code, Section 112, he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with this contract; and

(3) As of the date of the bid submittal, Bidder has not filed for bankruptcy and has no plans to do so, and Bidder has the financial resources, capacity and stability to completely perform the contract.

//  
//  
//

**SAN JOSE CONVENTION CENTER  
EXISTING ROOF AND TERRACE REPAIR PROJECT**

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution. The Agency reserves the right to investigate the statements made within this affidavit, including but not limited to, requiring a current financial statement.

Executed on June 4, 2009

Petersen Dean, Inc

Legal Company Name

Date: June 4, 2009

Corporation

Indicate Type of Entity: Sole Proprietorship,

Date: June 4, 2009

Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

By: 

James Peterson

Title: President

City Business License No.: 092807209

Expiration 6/30/2009

State Contractor Lic. No.: 46817

Classification: B, C39

Expiration 1/31/200

Federal I.D. No.: 77-0051446

Address: 7980 Enterprise Dr.

Newark, CA 94560


Telephone: (510) 494-9982

(Note: City Business License not required in  
order to submit proposal.)

**SAN JOSE CONVENTION CENTER  
EXISTING ROOF AND TERRACE REPAIR PROJECT**


State of California  
County of Alameda

Subscribed and sworn to (or affirmed) before me on this 4 day of June, 2009,  
by James Petersen, proved to me on the basis of  
satisfactory evidence to be the person(s) who appeared before me.



C. MCKEAGUE  
Commission # 1815636  
Notary Public - California  
Alameda County  
My Comm. Expires Oct 3, 2012

(Seal)

  
SIGNATURE OF NOTARY